

State of South Dakota
AGREEMENT FOR RESEARCH SERVICES

10/7/2010-~~04~~
 Jordan Kitts

Mapping and Characterization of Calcareous Fens in Eastern South Dakota
 Grant T-47-R, Study #2456

Between

University of South Dakota
 414 East Clark
 Vermillion, South Dakota 57069
 {hereafter referred to as UNIVERSITY}

SD Dept. of Game, Fish and Parks
 523 E. Capitol
 Pierre, South Dakota 57501-3182
 {hereafter referred to as STATE}

UNIVERSITY and STATE enter into the following AGREEMENT FOR RESEARCH SERVICES:

1. UNIVERSITY'S OBLIGATIONS:

- A. UNIVERSITY's services pursuant to this Agreement shall commence on the 15th day of September, 2010 and shall conclude on the 14th day of August, 2013.
- B. UNIVERSITY is an agency of the State of South Dakota.
- C. UNIVERSITY will use University of South Dakota equipment, supplies and facilities.
- D. UNIVERSITY agrees to:

- 1. Conduct the following study in accordance with the objectives, procedures, and total estimated costs specified in the approved study document:

Mapping and Characterization of Calcareous Fens in Eastern South Dakota, SD T-46-R, Federal Aid Study #2456.

- 2. Provide \$31,840 of the total study cost waived indirect costs associated with the study.
- 3. Account for direct costs associated with Graduate Research Assistant salary and benefits in accordance with OMB Circular A-21, *Cost Principles for Educational Institutions*.
- 4. Provide the STATE with quarterly billing for actual expenses for said study (see table below). In addition to the total billed cost, billing statements shall indicate the waived costs used by the UNIVERSITY as the matching cost share. Billings are to be sent to the STATE in-care-of Jordan Kitts at the address noted above.

Quarterly Billing Period	Non-Cash Voucher due No Later Than:
September 15 – December 14	February 15
December 15 – March 14	May 15
March 15 – June 14	August 15
June 15 – September 14	November 15
Final (June 15, 2013 – August 14, 2013)	October 15th, 2013

RECEIVED

By State Auditor's Office at 9:09 am, Oct 14, 2010

5. All capital assets purchased with grant funds for said study shall remain the property of the UNIVERSITY subject to the following restrictions. The UNIVERSITY shall use said capital assets exclusively for federally funded research or other federal funded projects. The UNIVERSITY shall not sell, trade, or otherwise dispose of said capital assets without the written permission of the STATE.
6. Provide performance reports to the STATE as outlined in the approved study document referenced above. Provide an Interim Performance Report to the STATE by November 15th of 2011 and 2012. Provide a Final Performance Report to the STATE by October 15th, 2013.
7. Abide by the following Nondiscrimination Agreement:

The Grantee agrees that it will comply with Title VI of the Civil rights Act of 1964 (42 U.S.C. 2000d), and in accordance with Title VI of the Civil Rights Act of 1964, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

8. Provide access by the STATE, Department of the Interior, the US Fish and Wildlife Service, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the UNIVERSITY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
9. Retain all required records for three years after the STATE makes final payments and all other pending matters are closed.
10. In all final reports, publications, theses, and any other research reports, both oral and written, the federal grant program which funded the research shall be acknowledged and the State Wildlife Grant project number cited.
11. All data collected pursuant to this Agreement is the property of the STATE.
12. UNIVERSITY must notify STATE of any patentable invention or process developed as part of any research project pursuant to this Agreement. Patent rights are subject to the clause specified in "Rights to Inventions made by Nonprofit Organizations and Small Business Firms" (37 CFR Part 401).
13. UNIVERSITY hereby acknowledges that the Federal Government has a royalty-free, non-exclusive and irrevocable license to use all copyrighted material and to authorize others to use it for Government purposes.

II. STATE OBLIGATIONS:

- A. STATE will make payment for services of UNIVERSITY in the amounts listed in the following table for each fiscal year, with total payments not to exceed\$74,997.00

Year	Payment not to Exceed
1 (9/15/10 – 8/14/11)	\$30,309
2 (8/15/11 – 8/14/12)	\$29,795
3 (8/15/12 – 8/31/12)	\$14,893
Total	\$74,997

B. STATE will not pay UNIVERSITY travel expenses as a separate item.

C. **TOTAL AGREEMENT AMOUNT not to exceed****\$74,997.00**

The agreement amount includes \$49,999 Federal and \$24,998 from Department of Game, Fish & Parks funds.

D. STATE agrees to:

Provide quarterly reimbursement to the University for 100% of approved direct expenses, plus 15% indirect costs for said study specified in Section I(D) above up to maximum of \$74,997.00.

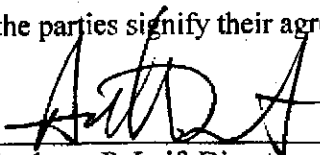
III. MISCELLANEOUS PROVISIONS:

- A. This project is a State Wildlife Grant; grant number T-47-R, the CFDA # is 15-634.
- B. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
- C. This Agreement can be terminated upon thirty (30) days written notice by either party and may be terminated for cause by the STATE at any time with or without notice.
- D. UNIVERSITY will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing research services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- E. This Agreement shall be construed pursuant to laws of South Dakota and venue therein.
- F. This Agreement is dependent and contingent upon the availability of appropriated funds and expenditure authority from the Game, Fish and Parks Commission for this purpose and will be terminated by the STATE if the Commission fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the STATE nor does it give rise to a claim against the STATE.
- G. In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- H. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

- I. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above.

Notices shall be given by and to Anthony P. Leif on behalf of the STATE, and by an official of the University of South Dakota, on behalf of the UNIVERSITY, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

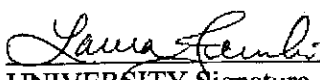
In witness hereto and with authority to do, the parties signify their agreement by affixing their respective signatures hereto.



Anthony P. Leif, Director
Division of Wildlife

10/2/10

Date



UNIVERSITY Signature
Laura Janski, Ph.D.
Vice President for Research

9.29.10

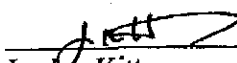
Date

STATE Agency Coding:

- State Agency Center
- State Agency Company from which contract is to be paid
- Account to which vouchers will be coded

0610730
2029/3122
52060900


REVIEWED BY:



Jordan Kitts
Assistant Federal Aid Coordinator
Phone: 605/773-4675

10-4-10

Date



Tom Kirschenmann
Chief of Terrestrial Resources
Phone: 605/773-4192

10/5/10

Date